



January 10, 2011

WORK SESSION
Taylor Conference Room
12000 Findley Road, Suite 300
<http://www.JohnsCreekGA.gov>

5:00 PM

A) PLEDGE OF ALLEGIANCE

B) OPENING COMMENTS-Mayor Bodker

C) DEPARTMENTAL UPDATES

- | | |
|------------------|---|
| Communications | ▪Review of MOU with Forsyth County regarding Radios |
| Legal | ▪ Review Assignment and Assumption of Lease Agreements for City Hall and Public Safety Buildings |
| Public Works | ▪Trail Amenities Presentation
▪MARTA Improvements
▪Review of Request for Right of Way Donation (Jones Bridge & Morton Road) |
| Finance Director | ▪Review of Ordinance to Amend the 2011 Budget for the Encumbrance Carryovers for 2010 |

D) EXECUTIVE SESSION (If Needed)

E) ADJOURNMENT



AGENDA REPORT

To: Honorable Mayor and City Council Members

From: John Kachmar, City Manager

By: Grant Hickey, Community Relations Director

Date: January 6, 2011

Agenda: January 10, 2011 WORK SESSION AGENDA Item: MOU with Forsyth County regarding radios

Recommendation: Adopt Memorandum of Understanding between Forsyth County and the City of Johns Creek for interoperability talk group and back-up radio system.

Issue: Johns Creek and its public safety agencies, and Forsyth County and its public safety agencies, recognize the need for communications interoperability and cooperation. In addition, Johns Creek has the need for a back-up radio system for its public safety agencies.

Basis for Recommendation: To remedy the communication problem, Johns Creek's public safety agencies have worked cooperatively with Forsyth County and its public safety agencies to develop an interoperability solution, as well as, providing a back-up public safety radio communication solution. The solution establishes three dedicated radio talk group channels on the Forsyth system. The purpose of the talk group channels is to provide radio communications system for Johns Creek and Forsyth County and its key support agencies when managing any incident that affects public safety and crosses jurisdictional lines, as well as, providing Johns Creek's public safety agencies a back-up radio communication system.

Financial Impact: N/A

Background: Johns Creek currently operates on the Fulton County radio system through an IGA. Johns Creek public safety agencies and Forsyth County and its public safety agencies recognize the need for interoperability, as well as, having a back-up solution in place.

Concurrent Review: Assistant City Attorney Scott Haste

Attachment(s): Cover Letter and MOU



Forsyth County 911 Center

December 8, 2010

Mr. Grant Hickey
City of Johns Creek
12000 Findley Road, Suite 400
Johns Creek, GA 30097-1412

Dear Mr. Hickey,

Please find enclosed two (2) executed original copies of the Memorandum of Understanding between Forsyth County and the City of Johns Creek. The Forsyth County Board of Commissioners voted to approve the Memorandum at their regular meeting held in Thursday, November 18, 2010.

Please return a fully executed original to me for our files. If you have any questions, please call me at 770-781-2238.

Thank you for your cooperation in this matter.

Sincerely,

Patricia Giordano
Director

PG/ckb

**Memorandum of Understanding
between**

**Forsyth County and the City of Johns Creek
for**

Interoperability Talk Group and Back-up Radio System

This Memorandum of Understanding ("MOU") is entered into this 18th day of November, 2010 between Forsyth County, Georgia by and through the Forsyth County Board of Commissioners, a body politic and corporate and the City of John's Creek, by and through its Mayor and Council.

Introduction

Forsyth County and its public safety agencies, and Johns Creek and its public safety agencies, recognize the need for communication interoperability and cooperation. Forsyth County and Johns Creek have well-established interoperability capabilities and mutual aid agreements in place. Johns Creek has realized the need to locate and have at its use, a back-up radio system for its public safety agencies.

To remedy the communication problem, Johns Creek's public safety agencies have worked cooperatively to develop an interoperability solution as well as providing a back-up public safety radio communications solution. This solution establishes on the Forsyth System, as defined below, three (3) dedicated radio talk group channels (sometimes referred to herein as "Talk Groups") that are accessible through communication equipment used by appropriate Johns Creek public safety officials and private contractors of Johns Creek performing public safety services subject to the approval of Forsyth County.

Purpose

The purpose of the Talk Groups is to provide a radio communications system for Johns Creek and its key support agencies when managing any incident that affects public safety and crosses jurisdictional lines as well as providing Johns Creek's public safety agencies a back-up radio communications system when their current provider (i.e. Fulton County) is down or unable to provide proper coverage. These Talk Groups also ensure an organized method of coordinating both Forsyth County and Johns Creek resources to expedite efficient deployment of those resources and can serve as a source for logistics and unified command between the two jurisdictions.

Scope

The scope of the Talk Groups includes Forsyth County and Johns Creek's public safety agencies, including law enforcement and fire as well as the Chattahoochee River 9-1-1 Authority. Each agency has its own interoperability capabilities beyond this MOU.

Definition

The Talk Groups will be used by the Johns Creek Police Department and the Johns Creek Fire Department using Forsyth County's 800 Megahertz (MHz) trunked communications system (the "Forsyth System"). The Talk Groups will be dedicated to use by Johns Creek as outlined within this MOU.

Policy

The Talk Groups are available for use by Johns Creek's public safety agencies on an as-needed basis any time multijurisdictional operations dictate or during a failure of the Fulton County Radio System. At a minimum, use of a Talk Group should be considered during the planning phase for all large preplanned events that cross jurisdictional boundaries and incorporated into any related written operations plans. In the case of unplanned events, Johns Creek will notify the Forsyth County 911 Center when any Talk Group is in use. If the duration of such use is expected to be longer than one day, Johns Creek's agencies must coordinate such with the Forsyth County 911 Center Director or his/her designee. Each agency will operate in accordance with its respective Standard Operating Procedures (SOP).

If the Forsyth System falls into Fail-soft or at a level that is, as determined by Forsyth County in its sole discretion, unstable for continued support of additional units, Johns Creek will not be permitted to use the Talk Groups until Forsyth County's system returns to a stable operations level, as determined by Forsyth County in its sole discretion.

User Procedure Requirements

By signing this MOU, each agency using any Talk Group agrees to participate in multijurisdictional drills to the greatest possible extent that is mutually agreed to by the parties in order to ensure awareness of issues regarding the Talk Groups and to prepare both Forsyth County and Johns Creek personnel for their activation. All agencies shall be required to provide and maintain their own equipment.

Maintenance

Forsyth County will be responsible for licensing and maintaining the Forsyth System.

Oversight

Oversight of the Talk Groups shall be administered through the Forsyth County Interoperability Committee core members. Any issues affecting policy, recommendation, and/or subsequent change that alter the purpose of the Talk Groups will be implemented only after a consensus is reached by the Forsyth County Interoperability Committee.

Accordingly, each agency must establish oversight authority and its appropriate level of delegation in reference to use of the Talk Groups.

Responsibility for SOP Compliance

It is the responsibility of agency heads to ensure that their respective SOP's are followed and to ensure that each agency's respective personnel are trained appropriately regarding this MOU.

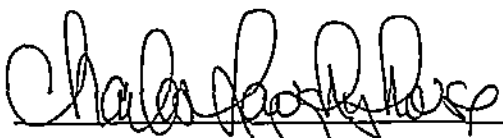
Term

The term of this MOU shall be from the date of execution until December 31, 2015, provided that either party may terminate this MOU for convenience upon providing at least sixty (60) days prior written notice of the date of termination to the other party.

Updates to the MOU

Modifications to this MOU may become necessary after the Forsyth County Interoperability Committee meets and gains consensus on any proposed changes to this MOU. It is then the responsibility of the committee to decide the best possible method of dissemination of modifications to this MOU to all affected agencies for review and approval. In the event that a proposed change to this MOU is agreed upon by the parties, this MOU shall be amended by the parties to reflect same.

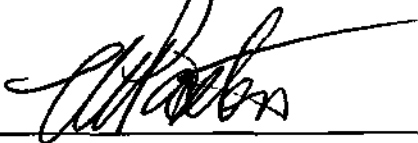
APPROVED BY:


Forsyth County Government

City of Johns Creek



Forsyth County 911 Center



Forsyth County Sheriff's Office



Forsyth County Fire Department

Chattahoochee River 9-1-1 Authority

Johns Creek Police Department

Johns Creek Fire Department

ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE, dated _____, 2010, is entered into by and between **CH2M HILL, INC.**, a Florida corporation ("**Assignor**"), and the **CITY OF JOHNS CREEK, GEORGIA**, a municipal corporation of the State of Georgia ("**Assignee**").

Recitals:

A. GPO Johns Creek, LLC, a Delaware limited liability company ("**Landlord**"), as landlord, and Assignor, as tenant, are parties to that certain Lease dated December 29, 2006 originally executed by and between VIF/JC Tech Park, LLC, a Delaware limited liability company, and Assignor (the "**Lease**"), pursuant to which Landlord has leased to Assignor certain premises located on the third and fourth floors ("**Premises**") of the building known as 12000 Findley Road, Fulton County, Johns Creek, Georgia (the "**Building**"); and

B. Pursuant to Section 11.2 of the Lease, Assignor is entitled to assign the Lease to Assignee without Landlord's prior consent.

Agreement:

For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. **Assignment.** Effective as of January 10, 2011 (the "**Assignment Effective Date**"), Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title, benefit, privileges and interest in, to and under the Lease. Assignor shall execute and deliver to Assignee such further assignments, acknowledgments and documents as Assignee may reasonably request in order to confirm or give notice of the transfer affected by this Assignment and Assumption of Lease. Assignor acknowledges and agrees that it is not released from any of the obligations of the tenant under the Lease relating to periods prior to the Assignment Effective Date, by virtue of this Assignment and Assumption of Lease. Assignor shall indemnify and hold harmless Assignee from and against any and all liability, loss, damage or expenses (including, without limitation, reasonable attorneys' fees) arising or resulting from the failure of Assignor to perform faithfully and punctually any liability or obligation assumed prior to the Assignment Effective Date as tenant under the Lease.

2. **Acceptance and Assumption.** As of the Assignment Effective Date, Assignee hereby accepts the assignment of Assignor's right, title, benefit, privileges and interest in, to and under the Lease, and shall be bound by all of the terms of the Lease in Assignor's place and stead. Assignee assumes and shall faithfully pay and perform in Assignor's stead, as and when due, any and all liabilities and obligations of Assignor under the Lease relating to periods after the Assignment Effective Date. Assignee does not assume any liabilities or obligations of Assignor under the Lease relating to periods before the Assignment Effective Date. To the extent allowed by law, Assignee shall indemnify and hold harmless Assignor from and against any and all liability, loss, damage or expenses (including, without limitation, reasonable attorneys' fees)

arising or resulting from the failure of Assignee to pay or perform faithfully and punctually any liability or obligation hereby assumed.

3. Certification. Assignor hereby warrants, represents and certifies the following, as of the Assignment Effective Date: (a) there are not any uncured defaults on the part of Assignor in regard to the Lease; and (c) there are not, to Assignor's knowledge, any uncured defaults on the part of Landlord in regard to the Lease.

4. Notices. All notices, demands or requests required or allowed hereunder or otherwise, shall be sent by mail, certified or registered, postage prepaid, by nationally recognized overnight carrier, or delivered by hand, to the addresses set forth below. Notice shall be deemed to have been made at the time of receipt

Tenant/Assignor:	CH2M HILL, Inc. 9191 South Jamaica Street Englewood, Colorado 80112 Attn: Director of Corporate Real Estate
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Assignee/New Tenant:	City Manager City of Johns Creek 12000 Findley Rd., Suite 400 Johns Creek, Georgia 30097
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5. Attorneys Fees. In any action between the parties to enforce any of the terms or provisions of this Assignment and Assumption of Lease, the prevailing party in such action shall be entitled, in addition to damages, injunctive relief or other relief, to reasonable costs and expenses incurred by it in connection therewith, including, without limitation, costs and reasonable attorneys' fees fixed by the court.

6. Counterparts. This Assignment and Assumption of Lease may be executed in counterparts, all of which taken together shall constitute one and the same agreement, and each of which shall be deemed to be an original. This Assignment and Assumption of Lease may be executed by means of facsimile or by digital imaging and electronic mail.

7. Miscellaneous. This Assignment and Assumption of Lease shall inure to the benefit of, and be binding upon, the parties and their successors, heirs, personal representatives and assigns. This Assignment and Assumption of Lease is governed by the laws of the State of Georgia.

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Lease to be executed and sealed as of the date first above written.

ASSIGNOR

CH2M HILL, INC., a Florida corporation

By: _____
Name: _____
Title: _____

Assignor Witnesses:

By: _____
Name: _____

By: _____
Name: _____

ASSIGNEE

CITY OF JOHNS CREEK, GEORGIA, a
municipal corporation of the State of Georgia

By: _____
Michael E. Bodker, Mayor

ATTESTED:

By: _____
Joan C. Jones, City Clerk

Approved as to form and legal sufficiency
subject to execution by the parties:

William F. Riley, Jr., City Attorney

ASSIGNMENT AND ASSUMPTION OF LEASE

This ASSIGNMENT AND ASSUMPTION OF LEASE, dated _____, 2010, is entered into by and between **CH2M HILL, INC.**, a Florida corporation ("**Assignor**"), and **THE CITY OF JOHNS CREEK, GEORGIA**, a _____ ("**Assignee**").

Recitals:

A. Madison/Bailey, LP, a Georgia limited partnership ("**Landlord**"), as landlord, and Assignor, as tenant, are parties to that certain Lease dated May 31, 2007 (the "**Lease**") pursuant to which Landlord has leased to Assignor all of the top floor ("**Premises**") of the building known as 11445 Johns Creek Parkway, Johns Creek, Georgia (the "**Building**"); and

B. Pursuant to Section 13(b) of the Lease, Assignor is entitled to assign the Lease to Assignee without Landlord's prior consent.

Agreement:

For good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignment. Effective as of January 10, 2011 (the "**Assignment Effective Date**"), Assignor hereby sells, assigns, transfers and sets over to Assignee all of Assignor's right, title, benefit, privileges and interest in, to and under the Lease. Assignor shall execute and deliver to Assignee such further assignments, acknowledgments and documents as Assignee may reasonably request in order to confirm or give notice of the transfer affected by this Assignment and Assumption of Lease. Assignor acknowledges and agrees that it is not released from any of the obligations of the tenant under the Lease relating to periods prior to the Assignment Effective Date, by virtue of this Assignment and Assumption of Lease. Assignor shall indemnify and hold harmless Assignee from and against any and all liability, loss, damage or expenses (including, without limitation, reasonable attorneys' fees) arising or resulting from the failure of Assignor to perform faithfully and punctually any liability or obligation assumed prior to the Assignment Effective Date as tenant under the Lease.

2. Acceptance and Assumption. As of the Assignment Effective Date, Assignee hereby accepts the assignment of Assignor's right, title, benefit, privileges and interest in, to and under the Lease, and shall be bound by all of the terms of the Lease in Assignor's place and stead. Assignee assumes and shall faithfully pay and perform in Assignor's stead, as and when due, any and all liabilities and obligations of Assignor under the Lease relating to periods after the Assignment Effective Date. Assignee does not assume any liabilities or obligations of Assignor under the Lease relating to periods before the Assignment Effective Date. To the extent allowed by law, Assignee shall indemnify and hold harmless Assignor from and against any and all liability, loss, damage or expenses (including, without limitation, reasonable attorneys' fees) arising or resulting from the failure of Assignee to pay or perform faithfully and punctually any liability or obligation hereby assumed.

3. Certification. Assignor hereby warrants, represents and certifies the following, as of the Assignment Effective Date: (a) there are not any uncured defaults on the part of Assignor in regard to the Lease; and (c) there are not, to Assignor's knowledge, any uncured defaults on the part of Landlord in regard to the Lease.

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IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment and Assumption of Lease to be executed and sealed as of the date first above written.

ASSIGNOR

CH2M HILL, INC., a Florida corporation

By: _____
Name: _____
Title: _____

Assignor Witnesses:

By: _____
Name: _____

By: _____
Name: _____

ASSIGNEE

CITY OF JOHNS CREEK, GEORGIA, a
municipal corporation of the State of Georgia

By: _____
Michael E. Bodker, Mayor

ATTESTED:

By: _____
Joan C. Jones, City Clerk

Approved as to form and legal sufficiency
subject to execution by the parties:

William F. Riley, Jr., City Attorney



AGENDA REPORT

To: Honorable Mayor and City Council Members

From: John Kachmar, City Manager

By: Ken Hildebrandt, Public Works Director

Date: January 10, 2011 Work Session

Agenda: Approval of Specific Amenity Products for Trail Signage and Amenities for Johns Creek Greenway, Bell Road Trail and State Bridge Road Trail Project

Recommendation: Staff recommends completing final plans with the following Amenity Categories for the Johns Creek Greenway, Bell Road Trail and State Bridge Road Trail:

1. Signage and other Safety Improvements
2. Bench Groupings with Landscaping
3. Corner Treatments with Landscaping
4. Additional Landscaping and Other Enhancements
5. Other Improvements: Trailhead at Johns Creek High School (State Bridge Road Side)
6. Other Improvements: State Bridge Road Bridge over Johns Creek
7. Other Improvements: Old Medlock Bridge near Gwinnett Clinic

Issue: Staff is working with Stantec (formerly Street Smarts, Inc.) and Georgia Department of Transportation (GDOT) to begin final construction plans on the project.

Background: In 2008, the City was awarded three Transportation Enhancement (TE) Reimbursement Projects from GDOT for \$775,000. The City entered into a Memorandum of Understanding with GDOT and received the Notice to Proceed March 2009. The TE Funding allocation was inadequate to fully fund any one project. Therefore, staff recommended combining funding into the Trail Signage and Trail Amenities. This request was approved by the Mayor and City Council in January 2010. Subsequently, the City entered into a contract with Stantec to provide professional engineering services for the Trail Amenity project. In September 2010, Mayor and Council approved the major Amenity Categories for the project.

Basis for Recommendation: An overall Trail Amenity Concept Master Plan has been completed along the three existing trails in Johns Creek. The plan includes signage, landscaping and other amenities. Signage includes directional signage along the trails, safety / regulatory signs, mile markers and other safety improvements such bollards and crosswalk staining. The plan also identifies areas where there is a need to improve the overall quality and aesthetics using trail amenities and landscaping.

The Concept plan is an overall vision for the trail system amenities and exceeds the available \$775,000 of Transportation Enhancement funding. Therefore, staff is recommends completing the final construction plans with the following Amenity Categories:

Signage and other safety improvements	\$ 169,000 (22%)
Bench Groupings with landscaping	\$ 169,000 (22%)
Corner Treatments with landscaping	\$ 198,000 (26%)
Additional Landscaping and other enhancements	\$ 138,000 (18%)
Trailhead at Johns Creek High School (State Bridge Road Side)	\$ 90,000 (11%)
State Bridge Road Bridge over Johns Creek	\$ 90,000 (11%)
<u>Old Medlock Bridge near Parson Road</u>	<u>\$ 11,000 (1%)</u>
	\$775,000

The overall aesthetics and/or details of these categories will be determined during Final Construction Plans when more information is available regarding survey and available right of way. Staff anticipates completion of the Final Construction Plans in June 2011.

Financial Impact: The improvements are proposed to be implemented in the fall of 2011. The total construction cost is \$775,000. Staff is requesting \$275,000 of reimbursable funding (Federal and MARTA) in the Fiscal Year 2011 budget process.

Professional Engineering =	\$ 100,000 (Local-11%)	Budgeted \$50,000 in Fiscal Year 2009 and \$50,000 in Fiscal Year 2010
Construction (MARTA) =	\$ 75,000 (Local-9%)	Budgeted \$75,000 in Fiscal Year 2011
Construction (TE Funding) =	<u>\$ 700,000 (Federal-80%)</u>	Budgeted \$500,000 in Fiscal Year 2010 & \$200,000 in Fiscal Year 2011
Total Project Cost =	\$ 875,000	

Attachment(s):

1. [PowerPoint Presentation](#)
2. [Concept Master Plan](#) – Trail Signage and Amenities for Johns Creek Greenway, Bell Road Trail and State Bridge Road Trail



AGENDA REPORT

To: Honorable Mayor and City Council Members
From: John Kachmar, City Manager
By: Ken Hildebrandt, P.E. Director of Public Works
Date: January 10, 2011 Work Session
Agenda: Approval of the ARC-MARTA Capital Offset Project Concept Plans

Recommendation: Staff recommends approving "Prioritized Tier 1 Project List" as shown in the Attachments.

Issue: Staff is working with Stantec to finalize the Concept Plans for the ARC-MARTA Capital Offset Project and needs direction from Mayor and Council in order to proceed with final construction plans.

Background: Johns Creek has a GRTA express Route 408 that runs from the Doraville Marta Station up to the Johns Creek Technology Park area. There are six main areas in Johns Creek that contain transit stops:

- Emory Johns Creek Hospital
- Johns Creek Parkway south of East Johns Crossing (State Farm)
- Johns Creek Parkway North of Lakefield Drive (Cibavision / Johns Creek Tech Park)
- Medlock Bridge just south of Abbots Bridge Road (Abbots Bridge Shopping Center)
- Medlock Bridge just south of Medlock Bridge Parkway Road
- Medlock Bridge just south of State Bridge Road (State bridge Corners Shopping Center)

The City has identified in the contract signed with MARTA for \$1.1M in May 2010 that the project shall include sidewalk/ trail/ bike connections, bus shelters, landscaping, signage and other scenic improvements such as tables, benches, trash receptacles and street lights within a half mile (1/2 mile) radius of all applicable GRTA stops in Johns Creek.

Basis for Recommendation: The City entered into contract with Stantec, Inc. to provide transportation planning services to develop a conceptual master plan of projects for ARC-MARTA Capital Offset Project. The recommendations presented here are from a planning standpoint to improve trail/sidewalk network connectivity and promote the use of mass transit. Sidewalk/Trail gaps along major roads were identified as the main priority to increase trail/sidewalk connectivity. Bus shelters in strategic locations and a network of electric bike stations with bike rentals were considered as the highest priorities to increase the use of mass transit and the use of the Medlock Bridge Trail.

Financial Impact: These projects will be funded on a reimbursable basis with MARTA. \$1.1M was budgeted in Fiscal Year 2011 for the design and construction of the project.

Attachment(s):

1. [ARC-MARTA Capital Offset Project Concept Plan](#)
2. [Electric Bicycle Station Concept](#)
3. [Prioritized Tier 1 Project List](#)
4. [Tier 2 Project List](#)



AGENDA REPORT

To: Honorable Mayor and City Council Members

From: John Kachmar, City Manager

By: Ken Hildebrandt, Public Works Director

Date: January 5, 2011

Agenda: January 10, 2011 WORK SESSION AGENDA ITEM: Request for Fulton County Right-of-Way Donation – Jones Bridge Road at Morton Road Intersection Improvement Project

Recommendation: Staff recommends requesting Fulton County donate the right-of-way and easements required for the improvements to the intersection of Jones Bridge Road and Morton Road.

Issue: A fair market value offer was made in order to meet federal acquisition requirements. As this road improvement will positively impact the residents of Fulton County, it would be appropriate for the county to donate the property.

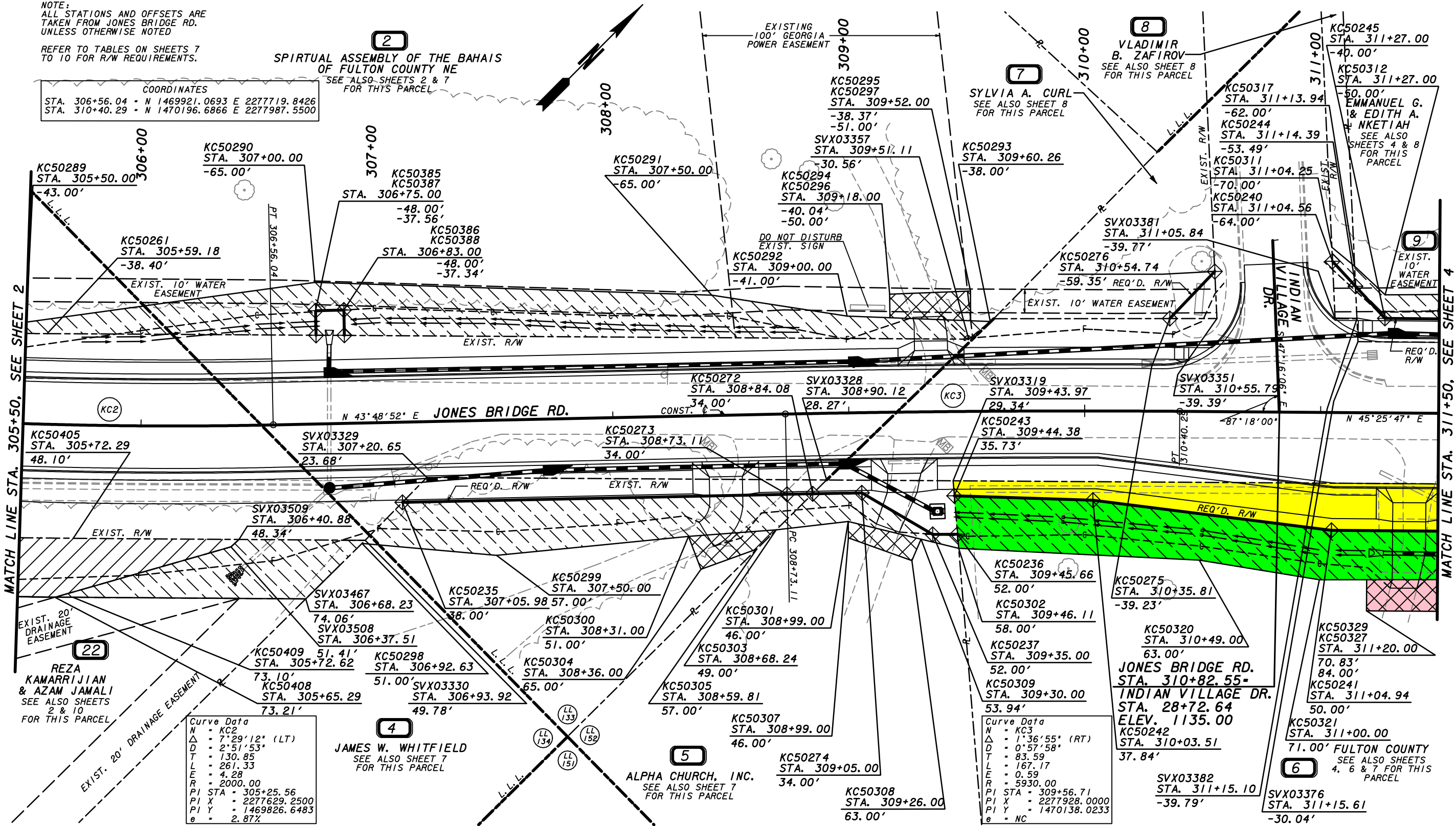
Financial Impact: The right-of-way and easements have been appraised at \$34,008; therefore Fulton County's donation would result in a project cost savings of \$34,008.

Background: The Jones Bridge Road at Morton Road Intersection Improvement Project impacts the Fulton County owned property located at 10735 Jones Bridge Road which is the southeast corner of the intersection (consisting of two large water towers). The City has made a total offer to Fulton County in the amount of \$54,950 for 6,542.42 square feet right-of-way, 11,863.77 square feet of temporary construction easement and site improvements impacted. The right-of-way and easements total \$34,008 and the site improvements (security fencing, guardrail etc.) total \$20,929.

Attachment(s): plat, draft request letter

NOTE:
ALL STATIONS AND OFFSETS ARE
TAKEN FROM JONES BRIDGE RD.
UNLESS OTHERWISE NOTED
REFER TO TABLES ON SHEETS 7
TO 10 FOR R/W REQUIREMENTS.

COORDINATES
STA. 306+56.04 = N 1469921.0693 E 2277719.8426
STA. 310+40.29 = N 1470196.6866 E 2277987.5500



PROPERTY AND EXISTING R/W LINE
REQUIRED R/W LINE
CONSTRUCTION LIMITS
EASEMENT FOR CONSTR
& MAINTENANCE OF SLOPES
EASEMENT FOR CONSTR OF SLOPES
EASEMENT FOR CONSTR OF DRIVES

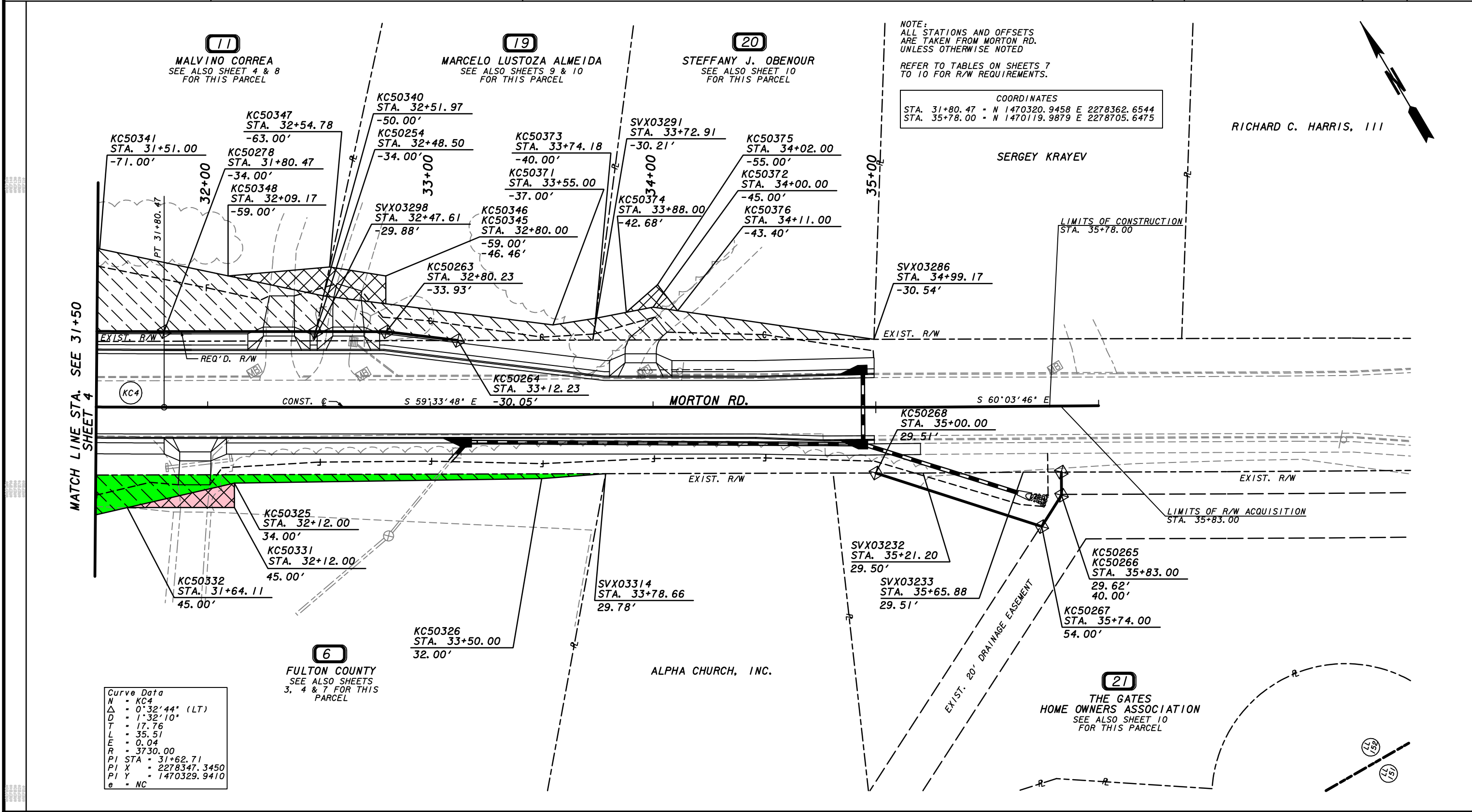
BEGIN LIMIT OF ACCESS.....BLA
END LIMIT OF ACCESS.....ELA
LIMIT OF ACCESS
REQ'D R/W & LIMIT OF ACCESS

20 0 20 40 60 FT.
SCALE: 1" = 20'

DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION
RIGHT OF WAY MAP
PROJECT NO: CSSTP-0006-00(907)
COUNTY: FULTON
LAND LOT NO: 133, 134, 152
LAND DISTRICT: 1
GMD: 1
DATE: 6/7/10 SH 3 OF 10

1/5/2009



DATE	REVISIONS	DATE	REVISIONS

STATE OF GEORGIA
DEPARTMENT OF TRANSPORTATION

RIGHT OF WAY MAP
PROJECT NO: CSSTP-0006-00(907)
COUNTY: FULTON
LAND LOT NO: 152
LAND DISTRICT: 1
GMD: 1
DATE 6/7/10 SH 6 OF 10



Date:

Mrs. Liz Hausmann
Fulton County Commissioner, District 3
141 Pryor Street S.W., Suite 10024
Atlanta, GA 30303

Via Electronic and U.S. Mail

Re: Fulton County parcel 6 - Jones Bridge Road at Morton Road Intersection Improvement Project

Dear Commissioner Hausmann:

As you are aware, the City of Johns Creek is improving the intersection of Jones Bridge Road and Morton Road. These improvements consist of adding right and left turn lanes from Jones Bridge Road onto Morton Road. It also includes adding left and right turn lanes from Jones Bridge Road onto Indian Village Drive. A 10' multi-use trail will be added to the South side of Jones Bridge Road and a new traffic signal will be installed at the intersection of Jones Bridge Road and Morton Road. Attached is an overview of the project improvements.

The City is currently acquiring the property rights needed to accommodate these improvements and anticipates construction beginning in the fall of 2011.

Fulton County owns the property located at 10735 Jones Bridge Road which is at the southeast corner of Jones Bridge Road and Morton Road. (This is the property consisting of two large water towers). New right-of-way and temporary construction easements are required and the fair market value inclusive of site improvements has been established at \$54,950. The attached offer letter and statement of values were presented to Fulton County, Land Division on December 17, 2010.

As this improvement will greatly enhance the mobility of not only residents in Johns Creek, but also Fulton County, the City is requesting Fulton County donate the land rights portion of the total offer in the amount of \$34,008. The remainder of the offer is for security fencing and other site improvements that will require replacement. It is necessary for us to obtain this property by March 1st, 2011 in order for us to maintain our GDOT mandated construction let date of April 2011.

We appreciate your support for transportation improvements within the City of Johns Creek and look forward to your response.

Sincerely,

John J. Kachmar, Jr.
City Manager

Cc: Mike Bodker, Mayor
Patty Hansen, Chief of Staff



To: Mayor and City Council
From: John Kachmar, City Manager
By: Monte Vavra, Finance Director
Date: January 06, 2011
Agenda: January 10, 2011 Work Session Agenda Item: *FY 2010 Encumbrance carryover*

Issue: Detail listing of FY 2010 encumbrances to be carried over to FY 2011

Recommendation: City Council to add agenda item on January 24, 2011 meeting for ordinance to carryover FY 2009 encumbrances to FY 2010 and amend FY 2011 fiscal year budget

Background: Open encumbrances at close of FY 2010 will need to be carried forward to fiscal year 2011 and the corresponding budget will need to be amended to pay for goods/services in fiscal year 2011.

Basis for Recommendation: Generally accepted accounting practice

Alternative Approaches: None

Financial Impact: None, funds originally budgeted in FY 2010, encumbered in FY 2010, and encumbrance will be paid and liquidated in FY 2011.

Attachment(s): Detail listing of encumbrances carried over

**AN ORDINANCE TO AMEND THE FISCAL YEAR 2011 BUDGET FOR THE
ENCUMBRANCE CARRY- OVER FROM THE FISCAL YEAR 2010 BUDGET FOR
THE GENERAL FUND, CDBG FUND, AND LEASE PURCHASE FUND**

WHEREAS, a 2011 Budget for each of the funds of the City was adopted by the Mayor and City Council at the Council meeting on September 13, 2010; and

WHEREAS, subsequent to the adoption of the fiscal year 2011 Budget, the City of Johns Creek had entered into contracts and commitments encumbered in the fiscal year 2010 budget which were not completed and fulfilled at the close of the fiscal year,

WHEREAS, the outstanding encumbrances will be completed during the fiscal year 2011 and the fiscal year 2010 budget for the outstanding encumbrances will be carried forward to provide the budgetary fund,

WHEREAS, the City of Johns Creek City Council approves the additional budget for fiscal year 2011 to be funded from the encumbrance reserve established at the close of the fiscal year 2010

NOW THEREFORE BE IT HEREBY ORDAINED by the Mayor and City Council of the City of Johns Creek while in regular session on January 25, 2011 that:

Section 1: the City Finance Director roll over the outstanding encumbrances from fiscal year 2010 to fiscal year 2011; and

Section 2: the Budget Amendment, shown as "Exhibit A" attached hereto and by this reference made a part of this Ordinance, and shall be made part of the fiscal year 2011 Budget; and

Section 3: this Revised Budget is hereby approved and that the reserve for encumbrance shall be the source of funding; and

Section 4: any increase or decrease in appropriations or revenues of any fund or for any department require approval of the Mayor and Council; and

Section 5: as provided in Section 6.27 of the City Charter, such amendments to the Budget may be made by majority vote of the Mayor and Council at any business meeting; and

Section 6: the expenditures shall not exceed the appropriations authorized by this Budget Amendment thereto and that expenditures for the fiscal year shall not exceed actual funding available; and

Section 7: the City Manager or his designee may promulgate all necessary internal rules, regulations and policies to ensure compliance with this Budget Ordinance.

SO ORDAINED, this the 25th day of January, 2011.

Approved:

Michael E. Bodker, Mayor

ATTEST:

Approved as to Form and Content:

Joan Jones, City Clerk

William F. Riley, City Attorney

(Seal)

2011 BUDGET AMENDMENT
January 25, 2011
ATTACHMENT "A"

General Fund:

Fund Balance- Reserve for Encumbrances \$ 498,662
100-0000-134-2200

Anticipated Expenses:

City Manager:

100-1320-521-2007 Professional Services Other \$ 21,991

City Clerk:

100-1330-521-2003 Professional Services Contractual 2,990

Finance Department:

100-1511-521-2003 Professional Services Contractual 35,500

100-1511-521-3000 Technical Services 8,040

Municipal Court

100-2650-542-4000 Equipment 8,865

Police Department:

100-3210-521-2000 Professional Services 1,450

100-3210-523-2000 Communications 7,410

100-3210-531-7003 Operating Supplies 4,441

100-3210-531-1011 Officer Supplies 1,899

Fire Department:

100-3510-522-2200 Facility repair & Maintenance 32,325

100-3510-531-1011 Vehicles 19,885

100-3510-531-7011 Officer Supplies 23,797

100-3510-542-5000 Other Capital Equipment 62,840

Public Works Department:

100-4110-521-2000 Professional Services 72,500

100-4110-521-2100 Professional Services Contracted 59,460

100-4110-531-7005 Non inventory/Traffic Signs 25,812

Recreation/Parks Department

100-6110-521-2000 Professional Services Contracted 1,134

100-6110-522-2000 Repairs & Maintenance 49,999

100-6110-531-7003 Operating Supplies 1,125

**STATE OF GEORGIA
COUNTY OF FULTON**

ORDINANCE 2011-01-XX

100-6110-541-3000 Building Renovations	46,438	
Community Development Department		
100-7410-521-3000 Technical Services	10,761	
TOTAL GENERAL FUND		\$ 498,662

CDBG Fund:

Fund Balance- Reserve for Encumbrances		\$ 367,239
340-0000-134-2200		
Anticipated Expenses:		
340-0000-521-2000 Professional Services	\$ 5,000	
340-0000-541-2010 Site Improvements	\$362,239	
TOTAL CDBG FUND		\$ 367,239

Lease Purchase Fund:

Fund Balance- Reserve for Encumbrances		\$ 20
910-0000-134-2200		
910-0000-542-4000 Capital Purchases	\$ 20	
TOTAL LEASE PURCHASE FUND		\$ 20